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DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
LIGHTHOUSE POINTE COMMUNITY ASSOCIATION, INC.
A Florida Non-Profit Corporation

THIS DECLARATION, made as of the 14th day of February, 1989, by LIGHTHOUSE POINTE, a Florida Joint Venture, hereinafter referred to as "Declarant", recites and provides:

RECITALS

A. Declarant is the owner of that certain real property in Duval County, Florida, described on Exhibit A (the "Property" or "Properties"). Declarant has developed or will develop thirty-two homes within the Property. (2)

B. Declarant wishes to protect the beauty of the Property, to assure its continued maintenance as a residential development, and to promote the well-being of all owners of homes within the property.

C. To provide for the preservation and enhancement of the Property, Declarant desires to subject the Property to the covenants, restrictions, easements, charges and liens of this Declaration and to create a non-profit association with the power and duty of administering and enforcing the provisions of this Declaration, all for the benefit of the property and each owner of a portion thereof.

DECLARATION

NOW, THEREFORE, Declarant hereby declares that the property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the property and be binding on all parties having any right, title or interest in the property or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof, the Declarant and the owners of Property within.

ARTICLE 1

DEFINITIONS

The following definitions shall apply wherever the capitalized terms appear in this Declaration:

(a) "Assessment Charge" shall mean and refer to all assessments provided in this Declaration, together with any late fee, interest and cost of collection when delinquent, including attorneys' fees.

(b) "Association" shall mean and refer to Lighthouse Pointe Community Association, Inc., a Florida non-profit corporation, its successors and assigns. The form of the initial Articles of Incorporation for the Association ("Articles") are attached to this Declaration.

(c) "Board" shall mean and refer to the Board of Directors of the Association.

(d) "Book of Resolutions" shall mean and refer to the document containing rules and regulations and policies adopted by the Board, as amended from time to time.

(e) "Bylaws" shall mean and refer to the Bylaws of the

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Association.

(f) "Common Property" shall mean and refer to all real property included within the Property, other than any Lot, together with any improvements thereon, all personal property for the common use and enjoyment of all Owners, and any other property of any type specifically designated as Common Property. The common Property is not dedicated for use by general public. The initial Common Property consists of the irrigation system (including any portion within a Lot and also including any well or pump or other portion not within the Property which is intended to serve only the Property) pumps, street lights, fences, unassigned parking areas, entrance signs, swimming pool, pool building, water and sewer lines and any landscaped areas not within any Lot, including those areas located within the Southerly right-of-way of State Road No. 212 and U.S. 90 (Beach Boulevard).

(g) "Common Stairway" shall mean those certain stairways that are shared by adjoining owners for ingress and egress to their respective homes.

(h) "Declarant" shall mean and refer to Lighthouse Pointe, a Florida Joint Venture, its successors and assigns, or to any successor or assign of all or substantially all of its interests in the development of the Property. Declarant may also be an Owner for so long as the Declarant shall be record owner of any Lot.

(i) "Declaration" shall mean and refer to this Declaration of Easements, Covenants, Conditions and Restrictions.

(j) "General Assessment" shall mean and refer to an assessment required of all Owners, as further provided in Article V, entitled "Covenants for Maintenance Assessments".

(k) "House" shall mean and refer to any single family residential dwelling constructed or to be constructed on any Lot. A House may be attached to another House and share a party wall.

(l) "Lot" shall mean and refer to any plot of land intended as a site for a House as shown on the recorded subdivision plat of the Property. Upon construction of a House, the term "Lot" as used herein shall include the House and Yard.

(m) "Lot Assessment" shall mean and refer to any assessment charged to an Owner pursuant to this Declaration for services and costs relating particularly to that Lot.

(n) "Member" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration.

(o) "Mortgage" shall mean any bona fide mortgage in favor of a bank, savings and loan association or other similar financial institution encumbering a parcel as security for the performance of an obligation.

(p) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot. Owners shall not include those having such interest merely as security for the performance of an obligation.

(q) "Property" or "Properties" shall mean and refer to the real property described above, together with any additional property brought subject to this Declaration.

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(r) "Quorum" shall mean and refer to attendance in person, telephone conference or by proxy of members of the Association or Board, as applicable, entitled to cast a majority of the votes.

(s) "Yard" shall mean and refer to any and all portions of land lying within any Lot outside the exterior structural walls of any House, including all landscaping, improvements and decorative and functional appurtenances as initially constructed by Declarant.

ARTICLE II

HOMEOWNERS ASSOCIATION

Section 1. Members. Every Owner shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Lot.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

(a) Class A: Class A Members shall be all Owners, with the exception of Declarant while Declarant is a Class B Member. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members; however, the vote for such Lot shall be exercised as they, among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. When title to a Lot is in a corporation, partnership, association, trust, or other entity (with the exception of Declarant), such entity shall be subject to the specific applicable rules and regulations as contained in the Book of Resolutions and Articles of the Association.

(b) Class B: The Class B Member shall be Declarant, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall end and be converted to Class A Membership within ninety (90) days from the first to occur of the following events:

(i) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or

(ii) Three years from the recording of this Declaration.

ARTICLE III

GRANT OF OWNERS' RIGHTS, STATEMENT OF RESPONSIBILITY,
AND GRANT AND RESERVATION OF EASEMENTS FOR ROADS,
UTILITIES AND OTHER PURPOSES

Section 1. Owners' Rights, Duties.

(a) Easements of Enjoyment. Subject to the limitations provided elsewhere in this Declaration, every Owner shall have a right and easement of enjoyment in and to the Common Property. This easement shall be appurtenant to and shall pass with title to every Lot.

(b) Delegation of Use. Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and the Book of Resolutions, his right to enjoyment of the Common Property to the members of his family, his tenants, his guests, or contract purchasers who reside on the Lot.

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(c) Damage or Destruction of Common Property by Owner: In the event any common Property, facilities or personal property of the Association are damaged or destroyed by a Owner or any of his guests, tenants, licensees, agents, employees or members of his family as a result of negligence or misuse, such Owner hereby authorizes the Association to repair the damaged area. The amount necessary to repair the damaged area in a good and workmanlike manner in conformance with the original plans and specifications (as subsequently modified by the Association) shall be the responsibility of such Owner and shall become a Lot Assessment payable by the responsible Owner.

Section 2. Access Easements.

(a) Access Easement: Declarant hereby reserves and grants to itself, each Owner and the Association the following perpetual easements:

(i) An easement for pedestrian and vehicular traffic over the Common Property for egress to each Lot.

(ii) An easement over the Common Property and the Lots for maintenance, repair and replacement of improvements.

(b) Delegation of Use. The Declarant, and, subject to the provisions of this Declaration, the Bylaws and the Book of Resolutions, the Association and any Owner may delegate his right to the foregoing easements to members of his family, his tenants, his guests or contract purchasers who reside on the Lot.

Section 3. Utility Easements. Declarant hereby reserves and grants a blanket easement for the benefit of the Property and the Association upon, across, over, through, and under the Property for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and service systems, drainage, sprinkler, telephone, electricity, television, cable or communication lines and systems and police powers and service supplied by the local, state and federal governments. By virtue of this easement, it shall be expressly permissible for the Declarant and the Association and their successors or assigns, to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes, conduits and the like on, in and under the roofs and exterior walls of the Houses or elsewhere within the Lots. This easement shall in no way affect any other recorded easements on the Property.

Section 4. Easement to Correct Drainage. Declarant reserves for itself, the Association and successors and assigns a blanket easement and right on, over, under and through the ground within the Property to maintain and to correct drainage of surface water, storm water collection and treatment facilities, retaining walls, and other erosion controls in order to maintain reasonable standards of health, safety and appearance and to comply with any governmental requirements. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other action reasonably necessary, following which the Declarant or the Association as application shall restore the affected Property to its original condition as nearly as practicable. Declarant or the Association shall give reasonable notice of intent to take such action to all affected Owners unless in the opinion of Declarant or the Association an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of Declarant or the Association and shall not be construed to obligate Declarant or the Association to take any affirmative action.

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Section 5. Encroachment: To the extent that any improvements constructed by the Declarant on or in any Lot encroached on any other Lot or Common Property, whether by reason of any deviation from the subdivision plat of the Property or by reason of the settling or shifting of any land or improvements, a valid easement for the benefit of the Owner of the encroachment for such encroachment and the use and maintenance thereof shall exist.

Section 6. Utility Closets; Air-conditioning Units: To screen electric meters and other utility equipment from view and to provide a conveniently accessible location, declarant may locate such equipment serving two or more Lots within a utility closet or closets at various locations throughout the Property. Air-conditioning equipment serving one Lot may encroach upon another Lot. The Owners of Lots served by such closet or air-conditioning equipment serving one Lot may encroach upon another Lot. The Owners of Lots served by such closet or air-conditioning equipment and all appropriate service or utility personnel are hereby granted an easement for the appropriate use of the utility closet and air-conditioning equipment.

Section 7. Party Walls: Each Owner grants to the Owner of each adjacent Lot the right and easement to maintain and to utilize any exterior or interior wall of his House which forms a party wall between them for support of shelves, structures and plants as applicable, provided that such items do not structurally damage the party wall. Maintenance of the surface of such wall and of any structure affixed thereto shall be the sole responsibility of the Owner whose House faces such wall. Such Owner shall also be liable and responsible for any damage to the adjacent Owner's Lot caused by such Owner in connection with such wall and for any damage to the wall itself caused by such Owner. The cost of any other repairs to the party wall shall be shared by the adjacent Owners.

Section 8. Adjoining Lots: Each Owner of a Lot hereby grants to the Owner of any adjoining Lot an easement over his Lot as reasonably necessary to maintain such adjoining Lot including, but not limited to, any House or Party Wall. The rights granted hereunder may be exercised only during reasonable hours and only when necessary to permit the maintenance and repair of such adjoining Lot.

ARTICLE IV

COMMON PROPERTY, YARDS AND SERVICES TO OWNERSSection 1. Common Property.

(a) **Title.** Declarant may retain title to the Common Property or any portion thereof until such time as it has completed the initial improvements thereto. In any event, Declarant shall convey the Common Property to the Association, free and clear of all liens and financial encumbrances other than taxes for the year of conveyance, not later than the date of termination of Class B membership.

(b) **Maintenance.** The Association, subject to the rights and duties of the Owners set forth in this declaration, shall be responsible for the management and control of the Common Property and shall keep the same in good order and repair and clean, attractive and sanitary condition.

Section 2. Landscaping.

(a) **Purpose:** Landscaping and landscape maintenance of the highest quality are essential to the creation of a pleasing

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and healthful environment. It is the intent of this section to assure the highest standard of landscape maintenance throughout the Property, both for the enjoyment of all Owners and for the preservation of property values.

(b) Yards: In addition to maintenance of all landscaped areas within the Common Property, the Association shall provide regular landscaping maintenance for yards in a manner and with such frequency as is consistent with good property management. Such maintenance shall include lawn mowing and maintenance and care of trees, shrubs, grass and other similar green areas, but shall not include any other services.

(c) Additions to Landscaping: Owners may upgrade and improve the quantity and quality of landscaping in Yards provided they comply with the Bylaws and Books of Resolutions. Maintenance of any such upgraded landscaping which requires additional care may be assessed to the Owner as a Lot Assessment. Replacement of trees, shrubs and other plantings, whether originally provided by the Declarant or added by the Owner, may also be assessed to the Owner as a Lot Assessment.

(d) Committee: The Board may appoint a landscaping maintenance committee. The Board shall determine the number of members of the landscaping committee and may delegate to the committee any of the Board's responsibilities in regards to landscape maintenance.

(e) Access: Owners shall provide reasonable access to Yards for the purpose of landscape maintenance. The landscaping committee (or the Board, if no such committee has been appointed) shall determine what is reasonable access.

Section 3. Exterior House Painting.

(a) Requirement: All Houses shall be painted from time to time when the Board determines that painting is necessary. Any variation in the color to be applied must be approved in advance by the Board.

(b) Association Contract: To assure a uniform standard of maintenance for painting of the exterior of Houses, the Association contracts shall provide a breakdown of the cost to paint each House, which shall be charged to the Owner of that House as a Parcel Assessment. Provided, however, the Association may, by majority vote, elect not to contract for painting and to make the painting of Houses an individual responsibility. Any such vote shall apply only to the year in which the vote was taken, and only one vote may be taken for any scheduled painting.

(c) Other Painting: No other painting of Houses by Owners shall be permitted, other than touch-up painting as necessary.

Section 4. Roofs: Patching and replacement as necessary shall be the responsibility of the Owner of that House and must be performed in accordance with the original plans and specifications. To provide for a uniform appearance, the Board may vote to have the Association contract for the replacement of all roofs within the Property (as the Property is originally defined) if at least half of the roofs within such Property need replacement or are reasonably believed to require replacement within the following five (5) years. The roofer with whom the Association contracts shall provide a breakdown of the cost to roof each House, which shall be charged to the Owner of that House as a Lot Assessment. The Board may, but is not required to, exempt any House which had been re-roofed within the prior five years and which is fully compatible in appearance with the new roofs.

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Section 5. Retaining Walls: The Association shall provide any required maintenance and repair of retaining walls, the cost of which shall be charged to the Owner of that portion of the retaining wall as a Lot Assessment.

Section 6. Irrigation:

(a) Equipment: The lawn and landscape irrigation system is Common Property, including the pump, all connecting lines, and the sprinkler heads on each Lot, whether or not any part of such system is located within the Property.

(b) Water Supply: Water for the irrigation of lawns and landscaping within the Property will be provided by the Association from sources determined by the Association in its discretion. The Association does not guarantee the availability of irrigation water which is subject to, among other factors, seasonal or weather-related shortages and scheduled hours of availability. The Association and all Owners are prohibited from digging wells for irrigation water or other purposes without the Association's approval.

(c) Cost: The cost of irrigation, including but not limited to charges for water, maintenance, electricity, repair and replacement of pumps, pipes, conduits and related apparatus serving the Property, whether or not such equipment is located within the Property, may be assessed to the Owners as a General Assessment. The Association shall have the right to make necessary maintenance, repairs and replacement of sprinkler heads within a Lot and charge the Owner as a Lot Assessment.

Section 7. Right-Of Way Maintenance. The Association shall be responsible for maintenance of all grass, landscaping and driveway connection on the Southern right-of-way of State Road No. 212 and U. 90 (Beach Boulevard) pursuant to the terms and conditions of that certain Agreement for Maintenance dated April 12, 1988, by and between the State of Florida Department of Transportation and Lighthouse Pointe, a Florida Joint Venture (a copy of which is on file in the office of the Association).

Section 8. Common Stairways:

(a) Each Owner whose House is serviced by a Common Stairway shall have the full right to use the Common Stairway for ingress and egress to their House.

(b) The costs of reasonable repair and maintenance of the Common Stairway shall be shared by the Owners who have the right of use thereto.

(c) Notwithstanding any other provision of this section, an Owner who, by his negligent or willful act, causes the Common Stairway to be damaged, shall bear the whole costs of restoration.

Section 9. Utilities: Each Lot shall be supplied with connections for water and sewer, electricity, telephone and cable television systems. Each Owner shall pay all costs for the services supplied to his Lot. Declarant is not responsible for the quality or availability of utility services.

Section 10. Water and Sewer Lines. The Association shall have the responsibility to maintain, repair and replace all water and sewer lines, conduits, pipes and related apparatus serving and located on the property.

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Section 11. Storm Water Collection. The Association shall have the responsibility to maintain, repair and correct all storm water collection and treatment facilities located on the property to stay in compliance with any governmental requirements.

Section 12. Other Maintenance:

(a) Owner's Responsibility: Each Owner shall keep all parts of his Lot in good order and repair and free from debris. Any maintenance not specifically designated in this article as the responsibility of the Association shall be the Owner's responsibility. Such responsibilities include but are not limited to interior maintenance of a House, maintenance of windows, doors, screens, terraces, patio and deck improvements, and all other exterior maintenance except as specifically provided herein.

(b) Failure to Maintain: If the Board determines in its discretion that any owner has failed to maintain any part of the Lot in a good and attractive manner, the Association, by a vote of the Board, and ten (10) days after notice to the Owner, shall have the right without liability to enter upon such Lot to correct, repair, restore, paint and maintain any part of such Lot and to have any objectionable items removed from the Lot. All costs related to such action shall be assessed to the Owner as a Lot Assessment.

Section 13. Contracts: The Association may contract with the Declarant or any other party for the performance of all or any portion of the management of the Association and the Association's maintenance and repair obligations, the cost of which shall be included within the General Assessment or Lot Assessment as applicable. The Association also may, but is not obligated to, act as agent for an Owner, if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be assessed to that Owner as a Lot Assessment. The terms and conditions of all such contracts entered into under this Section 13 shall be at the discretion of the Board.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Association Assessment.

(a) Creation of Assessment: Each Lot is subject to General Assessments by the Association for the improvement, maintenance and operation of the property, including the management and administration of the Association and furnishing of services as set forth in this Declaration. As further described in Section 7 of this article, the Board by majority vote shall set the annual General Assessments at a level sufficient to meet the Association's obligations. The Board shall set the date or dates such assessments shall become due and may provide for collection of assessments annually or in monthly, quarterly or semiannual installments. Upon default in the payment of any one or more installments, the Board may accelerate the entire balance of such assessment, which shall be declared due and payable in full.

(b) Amount of Assessment: General Assessments shall be assessed equally to each Lot, except that the Declarant shall not be required to pay any General Assessment, whether annual or special, for Lots which it owns and which are unoccupied. At such time as a Lot is occupied, the Owner, whether or not the Owner is the Declarant, shall be liable for the full General

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Assessment. Once the Lot has been occupied, it shall always be subject to the payment of General Assessments. The furnishings of a model House for sales display purposes shall not cause the Lot to be considered as having been occupied.

Section 2. Special Assessment.

(a) By Meeting: In addition to the annual General Assessment, the Association may levy in any assessment year a special General Assessment applicable to that year and not more than the next four succeeding years for the purposes of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property or Yards, including fixtures and personal property related thereto. Any such special assessment must have the assent of two-thirds (2/3) of the votes of the members other than the Declarant voting in person or by proxy at a regular meeting or special meeting called for that purpose at which a Quorum of each class of membership is present. Written notice of any such special meeting shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. If the required Quorum is not present, another meeting may be called, subject to the same notice and Quorum requirements.

(b) Emergency Assessment: In addition, the Association may levy a special assessment at any time by a three-fourths (3/4) vote of the Board, for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect the Common Property or the Association (including, after depletion of reserves as provided in paragraph (d) of Section 7 of this article, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted). Any such emergency assessment shall be due and payable at the time and in the manner specified by the Board.

Section 3. Lot Assessments: In addition to the assessment authorized above, the Association may levy in any assessment year a Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the specific Lot, any additional Yard maintenance or other special services to such Lot or any other charges designated in this Declaration as a Lot Assessment.

Section 4. Commencement of Annual Assessments.

Date of Commencement: The annual General Assessments shall begin on the day of conveyance of the first Lot to an owner other than Declarant. The initial assessment on any Lot subject to assessment shall be collected at the time title to such Lot is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the prorata share of the annual or special General Assessment charged to each Lot, prorated to the day of closing based upon a 30-day month.

Section 5. Effect of Nonpayment of Assessment; Remedies

(a) Late Fees, Interest: Any assessment not paid within five (5) days after the due date shall be subject to a late fee as determined from time to time by the Board of Directors and may, upon resolution of the Board, bear interest at a percentage rate determined by the Board.

(b) Personal Obligation: Any and all General Assessments (whether annual or special) and Lot Assessments, together with any late fee, interest and cost of collection when

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delinquent, including a reasonable attorney's fee, whether or not suit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of such Lot at the time when the assessment was levied and of each subsequent Owner. Each Owner of a Lot, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association the assessments established or described in this Article.

(c) Creation of Lien: The Assessment Charge shall also be charged on the land and shall be a continuing lien upon the Lot against which the Assessment Charge is made. This lien shall be in favor of the Association and shall be for the benefit of all Owners.

(d) Foreclosure of Lien: The Association may bring an action at law against the Owner or Owners personally obligated to pay the Assessment Charge, or may foreclose the lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

(e) Owner's Acceptance: Each Owner, by acceptance of title to a Lot, hereby expressly vests in the Association the right and power to bring all actions against such owner personally for the collection of the Assessment Charge as a debt and to enforce the Assessment Charge by all methods available for the enforcement of liens, including foreclosure by an action brought in the name of the Association in a like manner as foreclosure of a mortgage lien on real property. Each Owner hereby expressly grants to the Association a power of sale in connection with such lien. No owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Lot.

(f) Subordination of the Lien to Mortgages: The lien of any Assessment Charge shall be inferior and subordinate to the lien of any Mortgage now or hereafter placed upon the Lot. Sale or transfer of any Lot shall not affect the Assessment Charge lien; however, the sale or transfer of any Lot pursuant to foreclosure, a Mortgage or a deed in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the transferee of such Lot from liability for any assessments thereafter becoming due or from the lien for such new assessments.

(g) Other Remedies: The Association shall have the right to assess fines, suspend the voting rights and right to use of the Common Property by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the provisions of its Book of Resolutions or of this Declaration.

Section 6. Certificate of Payment. The treasurer of the Association, upon demand of any Owner, shall furnish to such Owner a certificate in writing signed by an officer of the Association, other than the Owner, setting forth whether any assessments are owned by that Owner. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Budget.

(a) Fiscal Year. The fiscal year of the Association shall consist of the twelve month period beginning January 1 of

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each year and terminating on December 31 of that year.

(b) Initial Budget. Declarant shall terminate the budget for the fiscal year in which a Lot is first conveyed to an Owner other than Declarant.

(c) Preparation and Approval of Annual Budget. Beginning with the year after a Lot is first conveyed to an Owner other than Declarant and each year thereafter, on or before December 1, the Board shall adopt a budget for the coming year containing an estimate of the total expenses to be incurred by the Association in carrying out its responsibilities. Such expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of all services required under this Declaration, and shall also include reasonable amounts, as determined by the Board, for working capital for the Association and for reserves. On or before December 15 preceding the fiscal year to which the budget applies, the Board shall send to each Owner a copy of the budget in reasonably itemized form setting forth the amount of assessments payable by each Owner. Such budget shall constitute the basis for determining each Owner's annual General Assessment.

(d) Reserves. The Board shall build up and maintain adequate reserves for working capital, contingencies and replacement, which shall be included in the budget and collected as part of the annual budget which may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Members. If the reserves are inadequate for any reason, including nonpayment of any Owner's assessment, the Board may at any time levy an emergency assessment in accordance with the provisions of Section 2 of this article. The emergency assessment may be payable in a lump sum or in installments as the Board may determine. If there is a balance of reserves at the end of the fiscal year and the Board so determines, the balance may be returned on a prorata basis to all Owners who are current in the payment of assessments due the Association.

(e) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay General Assessments whenever the amount of such assessments is finally determined. In the absence of any annual Association budget, each Owner shall continue to pay the assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

(f) Accounts. Except as otherwise provided herein, all sums collected by the Board with respect to assessments of all types may be commingled in a single fund.

Section 8. Real Estate Taxes. If the Common Property is taxed separately from the Lots, the Association shall include such taxes as part of the General Assessment. If the Common Property is taxed as a component of the value of the Lot owned by each Owner, each Owner shall be obligated to promptly pay such taxes prior to their becoming a lien on the Common Property.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. Construction Subject to Architectural Control. No construction, modification, alteration or improvement of any nature whatsoever, except interior alterations not affecting the external structure or appearance of any House, shall be undertaken on any Lot unless and until a plan of such construction or alteration shall have been approved in writing in accordance with the provisions of this Article. Modifications subject to architectural control specifically include, but are not limited to, painting or other alteration of a House (including doors, windows and roof); installation of antennas, satellite dishes or receivers, solar panels or other devices; construction of fountains, swimming pools, whirlpools or other pools; construction of privacy walls or other fences; addition of awnings, gates, flower boxes, shelves, statues, or other outdoor ornamentation; patterned or brightly colored window coverings; any alterations or improvements visible from other Lots.

Section 2. Association Committee. Any proposed modifications within the Property subject to architectural control under this Article shall be reviewed by an architectural review committee established by the Board. If the Board fails to establish such a committee, the Board will act as the architectural review committee.

Section 3. Procedures.

(a) Application. The plans to be submitted for approval shall include (i) the construction plans and specifications, including all proposed landscaping, (ii) an elevation of all proposed improvements, and (iii) such other items as the Association committee may deem appropriate. No construction on any Lot shall commence and no Lot shall be modified except in accordance with such plan. Any modification to the approved plan must be reviewed and approved by separate application.

(b) Basis for Decision. Approval shall be granted or denied by the Association committee based upon compliance with the provisions of this Declaration, the quality of workmanship and material, harmony of design with surrounding structures, effect of construction on the appearance from surrounding Lots and other factors, including purely aesthetic consideration, which in the sole opinion of the Association committee will affect the desirability or suitability of the construction.

(c) Uniform Procedures. The Association committee may establish procedures for the review of applications, including review costs and fees, if any, to be paid by the applicant.

(d) Notification. The Association committee shall notify the applicant in writing of approval or disapproval within sixty (60) days of receipt of a completed application in accordance with its respective procedures. If approval is not given within sixty (60) days, the application shall be deemed approved unless the applicant agrees to an extension. If approval is given or deemed to be given, construction of the improvements applied for may be begun, provided that all such construction is in accordance with the submitted plans and provided further that such plans conform in all respects to the other terms and provisions of this Declaration.

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Section 4. Liability. Approval by the Association committee of an application shall not constitute a basis for any liability of the members of the Board, Association, Association committee or the Declarant as regards failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements.

ARTICLE VII

USE OF PROPERTY

Section 1. Protective Covenants. To keep the Property a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration:

(a) Lot Description. No Lot upon which a House has been constructed shall be further subdivided or separated into smaller Lots by any Owner; provided, however, that this shall not prohibit corrective deeds or similar corrective instruments, nor shall it interfere in any way with the easements established in this Declaration. Declarant shall have the right to modify subdivision plats of the Property to make adjustments to Lot boundary lines so long as the Owners of the affected Lots consent and the total number of Lots within the Property remains unchanged. Declarant may make other adjustments to any plat so long as all Owners to whom Lots on such plat have been conveyed consent to such modification, which consent shall not be unreasonably withheld.

(b) Residential Use. All Lots shall be used, improved and devoted exclusively to residential use. No time-share ownership of Lots is permitted without Declarant's approval. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Unit under which the exclusive right to use, possession or occupancy of the Unit circulates among various owners in such Unit in accordance with a fixed time schedule on a periodically recurring basis over a period of time established by such schedule. Leasing a House or ownership of a Lot by a corporation, partnership or other entity will not normally be considered time-share ownership.

(c) Occupancy of Units. No House shall be lived in at any time by a number of persons, including adults and minors, in excess of three (3) persons per bedroom.

(d) Nuisances: Other Improper Use. No nuisance or immoral, improper, offensive or unlawful use shall be permitted to exist or operate on any Lot or Common Property. All laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency having jurisdiction shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair the affected portion of the Property.

(e) Insurance: Nothing shall be done or kept on any Lot or the Common Property which will increase the rate of insurance for the Property or any other Lot, or the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept on his Lot or in the Common Property which will result in the cancellation of insurance on the Property or any other Lot, or the contents thereof, or which would be in violation of any law.

(f) Access: Owners shall allow the Board or agents and employees of the Association to enter any Lot for the purpose of maintenance, inspection, repair or replacement of the improvements or yards, or determination of compliance with this Declaration.

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tion, or in the case of an emergency, for any purpose.

(g) Pets. Pets may be kept by an Owner on his Lot but only if such pets do not cause a disturbance or annoyance on the Property. All pets must be held or kept leashed at all times that they are in the Common Property or Yards, and each Owner shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of his pets. The Association reserves the right to designate specific areas within the Common Property where pets may be walked and prohibit pets on other areas. The Association further reserves the right to demand that an Owner permanently remove from the Property any and all pets which create disturbances or annoyances to the reasonable displeasure of other Owners. The rights reserved herein to the Association may be exercised by the Board by majority vote.

(h) Signs. No sign, advertisement or notice of any type or nature whatsoever shall be erected or displayed upon any Lot (including placement on the House, Yard or in any window) or upon the Common Property, unless the Board has given express prior written approval of the size, shape, content and location, which approval may be arbitrarily withheld. Notwithstanding the foregoing, Declarant shall be permitted to post and display advertising signs on the Property.

(i) Parking. The parking of any automobile upon any portion of the Property is prohibited except in the garage or driveway of a Lot, in unassigned parking areas as originally created by Declarant or in other parts of the Property which may be specifically designated in writing by the Board. No boats, trucks, buses or recreational vehicles may be stored or parked within the Property except areas approved by the Association. No vehicles which display advertising or the name of a business may be parked overnight on the Property. Only automobiles bearing current license and registration tags as required by state law from time to time may be parked on the Property. All such automobiles shall be in good running condition; repair of automobiles (other than emergency repair) or storage of disabled automobiles is not permitted within the Property. All parking within the Property shall be in accordance with rules and regulations adopted by the Association.

(j) Motorcycles, Etc. No motorcycles, mopeds or go-carts shall be allowed on the Property.

(k) Visibility at Street Intersections. No obstruction to visibility at street intersections shall be permitted. The Association shall have the right to adopt additional restriction concerning the height and type of trees and shrubs within any of the Lots.

(l) Clotheslines. No clothesline or other clothes-drying apparatus shall be permitted in any of the Common Property, Yards or any other area of the Property.

(m) Garbage and Trash Containers. All garbage and trash containers must be placed and maintained in accordance with rules and regulations adopted by the Board. No portion of the Property shall be used for dumping refuse.

(n) Antennas, Other Devices. Unless prior written approval has been obtained from the Association, no exterior radio or television antennas or aerials, satellite dish or other receiver of transmitting device, solar panels or other solar collectors, windmills, or any other exterior structure or apparatus may be erected or maintained anywhere within the Property.

(o) Window Air Conditioners. No window air-conditioning

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units shall be installed in any House without the prior written approval of the Association.

(p) Temporary Structures. No structure of a temporary character, trailer, tent, shack, barn, shed or other outbuilding shall be permitted on any Lot at any time, except that temporary structures may be installed by Declarant during the initial construction period.

(q) Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, derricks, tunnels, mineral excavations or shafts be permitted upon or in any Lot.

(r) Fuel Storage Tanks. No fuel or gas storage tanks may be permitted on any Lot, except that an Owner may keep and maintain a small gas tank for gas barbecues and fireplaces in an area on his Lot specifically approved by the Association.

(s) Water. No individual well or septic tank will be permitted on any Lot. No Owner shall obstruct or make any modification or alteration of the irrigation system without the prior approval of the Association.

(t) Garages. Garage doors shall be kept closed except when automobiles are entering or leaving the garage.

(u) Soliciting. No soliciting will be allowed at any time within the Property.

(v) Trees. No trees shall be cut or removed without approval of the Association.

Section 2. Rules and Regulations. The Board may from time to time adopt rules or amend previously adopted rules and regulations governing the details of the operation, use, maintenance and control of the Lots, Common Property and any facilities or services made available to the Owners. A copy of the Rules and Regulations adopted from time to time shall be posted in a conspicuous place on the Property or furnished to each Owner.

Section 3. Compliance.

(a) Owner's Responsibility. Each Owner, family members of Owners and Owners' guests and tenants shall conform and abide by this Declaration and any rules and regulations which may be adopted from time to time by the Board and it shall be the responsibility of each Owner to see that all persons using that Owner's Lot by, through or under him so comply.

(b) Violation. Upon violation of any provision of this Declaration or of any of the rules and regulations adopted as herein provided, the Association may levy fines against the responsible Owner as determined by the Board. To enforce this Declaration or the rules and regulations, the Association or any Owner may bring an action for specific performance, declaratory decree or injunction. The successful party may recover costs and attorneys' fees in such suit.

Section 4. Personal Services. Employees and agents of the Association, or Declarant shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the property on any private business of Owners. The uses and function of Association employees shall be determined by the Board. If personal services are provided to Owners by any such employees or agents, the Association, and Declarant do not in any way assume any responsibility or liability

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for the quality of such services or work, nor shall the Association or Declarant be liable for any injury to persons or damages to property resulting from any act or omission by those performing such personal work or services for Owners.

ARTICLE VIII

INSURANCESection 1. Types of Coverage.

(a) Insurance of Common Property. The Board shall be required to obtain and maintain fire insurance on the Common Property, including any improvements thereon, with extended coverage, vandalism, malicious mischief and windstorm endorsements in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than 80% of the insurable value (based upon replacement) of the improvements constructed on the Common property.

(b) Public Liability. The Board may obtain public liability insurance in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Property. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board or other Owners. The Board shall review limits of coverage once each year. Notwithstanding anything in this paragraph to the contrary, the Association shall maintain public liability coverage to satisfy the requirements of that certain Agreement for Maintenance dated April 12, 1988, by and between the State of Florida Department of Transportation and Lighthouse Pointe, a Florida Joint Venture (a copy of which is on file in the office of the Association).

(c) Director Liability Insurance. The Board may obtain liability insurance insuring against personal loss for actions taken by members of the Board in the performance of their duties. Such insurance shall be of the type and amount determined by the Board in its discretion.

(d) Other Coverage. The Board shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law, and such other insurance as the Board may determine or as may be requested from time to time by a majority of the Owners.

Section 2. Insurance of the Lots.

(a) Required Coverage. Each Owner shall obtain and maintain, at his own expense, (i) liability insurance with respect to the ownership and use of his Lot, and (ii) fire insurance and insurance against the perils customarily covered by an extended coverage endorsement in an amount equal to not less than the full insurable value of the House, based upon replacement. The Association shall not be responsible for obtaining such insurance or have any liability whatsoever in connection therewith. Upon request, each Owner shall forward evidence of payment of the most recent premium.

(b) Group Coverage. To the extent permitted by law, the Association may, upon a majority vote of the Class A Members and the assent of the Class B Member, if any, obtain group or master insurance for the insurance coverage required in paragraph (a) of

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this section or form any other mandatory or voluntary insurance pool for the Lots, the cost of which shall be assessed to each Owner in the program as a Lot Assessment, according to each Lot's ratable share of the cost.

Section 3. Repair and Reconstruction after Fire or Other Casualty.

(a) Common Property. If fire or other casualty damages or destroys any of the improvements on the Common Property, the Board shall arrange for and supervise the prompt repair and restoration of such improvements substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification approved by the Board. The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any special assessments that may be necessary after exhaustion of insurance and reserves.

(b) Lot Improvements. If fire or other casualty damages or destroys a House or any other improvements on a Lot, the Owner of that Lot shall immediately proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved in accordance with the provisions of Article VI, entitled "Architectural Control".

(c) Termination. Anything herein to the contrary notwithstanding, in the event more than two-thirds (2/3) of the Houses on the property, in value, are destroyed by fire or other casualty, this Declaration may be terminated if agreed to by (i) 80% of the Owners (either by vote at a regular or special meeting or by execution of a written document) within 90 days of the date of such damage or destruction, and (ii) the Mortgagees holding Mortgagees on 75% of the Lots encumbered by Mortgages. If so agreed, then neither the Houses nor the Common Property need be rebuilt and all insurance proceeds shall be distributed to the named insured.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions contained in this Declaration, as the same may be amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by Declarant, the Association, the Owners, their respective legal representatives, heirs, successors or assigns, for a term of twenty (20) years from the date that this Declaration is recorded in the public records of Duval County, Florida. After the time, all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the then Owners holding 75% of the total voting power in the Association shall have been recorded, agreeing to terminate all of the said provisions as of a specified date, which shall not be earlier than the expiration of an extended term of three (3) years from the date of such recording. Unless this Declaration is terminated in accordance with this Section or in accordance with Section 3 of Article VIII ("Insurance"), the Association shall record this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

Section 2. Condemnation. If all or part of the Common Property is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf

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of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property. .

Section 3. Proceeds from Sale of Utilities. If Declarant sells and conveys any or all of the utility easements or utility systems, all compensation and other proceeds from such sale and conveyance shall accrue to Declarant.

Section 4. Notices. Any notice required to be sent to the Owner of any parcel under the provisions of this Declaration shall be deemed to have been properly set when mailed, postage prepaid, or hand delivered to the parcel and, if different, to the last known address of the person who appears as Owner of such Lot as that address is stated on the records of the Association at the time of such mailing.

Section 5. Enforcement. In addition to the enforcement provisions previously set forth in this Declaration, the provisions of this Declaration may be enforced by any Owner, the Association or Declarant (as long as it holds any interest in the property). Enforcement may be by a proceeding at law or in equity against any person, persons or entity violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, and against his or its property to enforce any lien created by this Declaration. Failure to so enforce any of these provisions shall in no event be deemed a waiver of the right to do so at any time thereafter.

Section 6. Interpretation. The provisions of this declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Property as a residential development of the highest quality.

Section 7. Invalidity. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the balance of the Declaration, which shall remain in full force and effect.

Section 8. Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 9. Rules and Regulations. All Owners shall comply with the rules and regulations adopted and amended from time to time by the Board. Such rules and regulations shall be for the purpose of elaboration and administration of the provisions of this Declarations and shall not in any way diminish the power of self-government of the Association.

Section 10. Amendment. This Declaration may be amended at any time by an instrument in writing signed by Owners holding 75% of the total voting power of the Association, which amendment shall become effective upon recordation in the public records of Duval County, Florida; provided, however:

(a) As long as Declarant is an Owner of any unsold Lot, no amendment shall become effective without the written consent of Declarant.

(b) Declarant specifically reserves the absolute and unconditional right, so long as it owns any of the Property, to amend this Declaration without the consent or joinder of any party.

~~Section 11~~ RECORDS
Legal Fees.

Any and all legal fees, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed as a Lot Assessment to the Owner against whom such action was taken.

Section 12. Action Without Meeting. Any action required to be taken hereunder by vote or assent of the Members may be taken in the absence of a meeting by obtaining the written approval of the requisite number of Members. Any action so approved shall have the same effect as though taken at a meeting of the Members, and such approval shall be duly filed in the minute book of the Association.

Section 13. Law to Govern. This declaration shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, does hereby make this Declaration of Easements, Covenants, Conditions and Restrictions for Lighthouse Pointe and caused this Declaration to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

LIGHTHOUSE POINTE, a Florida
Joint Venture

BY: A & A PROPERTIES, INC.,
a Florida corporation
and Joint Venturer

By: Fred L. Ahern
Fred L. Ahern
President

BY: NELSON CONSTRUCTION AND
DEVELOPMENT, INCORPORATED,
a Florida corporation and
Joint Venturer

By: Bill Nelson, Jr.
Bill Nelson, Jr.
President

STATE OF FLORIDA
COUNTY OF DUVAL

I certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, FRED L. AHERN, to me well known and known to be the person described in and who executed the foregoing Declaration on behalf of A & A Properties, Inc., and he acknowledged to and before me that he signed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid, this 14th day of February, 1989.

Linda R. Kiley
Notary Public
State of Florida at Large
My commission expires: Aug. 30, 1991

STATE OF FLORIDA
COUNTY OF DUVAL

I certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowl-

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edgments, BILL NELSON, JR., to me well known and known to be the person described in and who executed the foregoing Declaration on behalf of Nelson Construction and Development, Incorporated, and he acknowledged to and before me that he signed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid, this 19th day of February, 1989.

Arthur S. Plack
Notary Public
State of Florida at Large
My commission expires 2/14/91

JOINDER MORTGAGEE

The undersigned by signature below hereby joins in and consents to the execution and recording of this Declaration of Covenants and Restrictions for Lighthouse Pointe.

SOUTHEAST BANK, N.A.

By James C. Rodgers
its Vice President

PRIME PROPERTIES, a Florida
General Partnership

By: David L. Walchle
David L. Walchle

STATE OF FLORIDA
COUNTY OF DUVAL

I certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, James C. Rodgers, to me well known and known to be Vice President of Southeast Bank, N.A., the Florida corporation in whose name the foregoing instrument was executed, and he acknowledged executing the same freely and voluntarily under authority duly vested by said Florida corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 14th day of February, 1989.

Margaret J. Clapp
Notary Public
State of Florida at Large
My commission expires Feb. 18, 1991

STATE OF FLORIDA
COUNTY OF DUVAL

I certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, DAVID WALCHLE, to me well known and known to be the person described in and who executed the foregoing on behalf of PRIME PROPERTIES, a Florida General Partnership, and he acknowledged to and before me that he signed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid, this 14th day of February, 1989.

Linda J. Hilley
Notary Public
State of Florida at Large
My commission expires Aug. 30, 1991

A part of unsurveyed Section 31, Township 2 South, Range 29 East, Duval County, Florida, being more particularly described as follows:

For a point of reference, commence at the Northeast corner of Lot 79, Isle of Palms Unit No. 4 as recorded in Plat Book 28, page 6, of the current public records of said County; thence run North 87 degrees, 06 minutes East along the South right-of-way line of Beach Boulevard (State Road No. 212) a distance of 775.40 feet to an angle point in said right-of-way line; thence run North 87 degrees 15 minutes East, continuing along said right-of-way line, a distance of 32.13 feet to the point of beginning; thence continue along said right-of-way line North 87 degrees 15 minutes East, a distance of 282.70 feet; thence run South 13 degrees 20 minutes 50 seconds East, a distance of 104.09 feet; thence run South 39 degrees 09 minutes 10 seconds East, a distance of 69.50 feet; thence run South 23 degrees 19 minutes 15 seconds East, a distance of 136.03 feet; thence run South 02 degrees 04 minutes 50 seconds East, a distance of 343.86 feet; thence run South 33 degrees 56 minutes 45 seconds West, a distance of 142.68 feet; thence run South 84 degrees 45 minutes 20 seconds West, a distance of 214.66 feet; thence run North 68 degrees 56 minutes 43 seconds West, a distance of 257.41 feet; thence run North 20 degrees 13 minutes 25 seconds West, a distance of 171.88 feet; thence run North 71 degrees 06 minutes East, a distance of 330.00 feet; thence run North 18 degrees 54 minutes West a distance of 420.00 feet to the point of beginning.